

## AUTO-PAY AUTHORIZATION

I, \_\_\_\_\_ authorize Salty Dogs or any company doing business as Salty Dogs to automatically take payment from me using the following payment method:

### **Credit Card / Debit Card**

For good and valuable consideration, the receipt and sufficiency are hereby acknowledged, I hereby authorize Salty Dogs to charge the indicated credit card for all amounts due. I agree that if I have any problems or questions regarding any charges from Salty Dogs, I will contact Salty Dogs for assistance, using the contact information located on [www.saltydogsdunedin.com](http://www.saltydogsdunedin.com).

I agree that I will not dispute any charges from Salty Dogs unless and until I have already attempted to rectify the situation directly with Salty Dogs, and those attempts were not satisfactory to me. I represent and warrant that I am the legal cardholder for this credit card, and that I am legally authorized to enter into this recurring billing agreement with Salty Dogs. I agree to indemnify, defend and hold Salty Dogs, its officers, members, employees and agents harmless, against any liability pursuant to this authorization.

I agree to the following additional terms and conditions:

- This is a periodic charge that will be made each appropriate billing cycle or as a one-time charge as my service fees become due under my Salty Dogs Agreement;
- All payments are non-refundable and charges made to the credit card above under this agreement will constitute in effect a "sales receipt" and that services were rendered and received;
- To terminate the recurring billing process, I must terminate my service agreement in writing or arrange for an alternative method of payment with at least 30 days' notice to Salty Dogs; and I will not dispute Salty Dogs recurring billing charges with my credit card issuer so long as the amount in question was for periods prior to the receipt of my written request to terminate my Salty Dogs services (at least 30 days prior to an upcoming billing date).

**PLEASE READ THIS CAREFULLY:** This agreement releases Salty Dogs or any company doing business as Salty Dogs from any liability to you, your dog or anybody accompanying you except for gross negligence. This agreement affects any rights you may have if you, your dog(s) or anybody accompanying you suffer damages while using the Dog Park. The " Dog Park " is that portion of Salty Dogs entire grounds ("Grounds") for which you have voluntarily paid a separate membership fee to use and is fenced off from the other Grounds.

I ("\_\_\_\_\_") hereby agree to the following regarding the Dog Park (applies to each of Participant's dogs):`

### HEALTH/BEHAVIOR OF PARTICIPANT'S DOG

1. Participant hereby declares, represents and warrants that Participant's dog:
  - Is at least 4 months old;
  - Is friendly and social around people and other dogs;

- Is clean and does not have fleas or ticks; and,
  - Is spayed/neutered, and is current within the calendar year on vaccinations, including Rabies, DHLPPC and Bordetella.
2. Participant further understands and agrees that in admitting his/her dog to the Dog Park, the Dog Park and Salty Dogs Staff have relied on Participant's representation and warranty that such dog is in good health and has not harmed or shown aggressive, threatening or vicious behavior towards any person or any other dog.
  3. Owners are responsible for behavior of their dog and must promptly break up any disturbances or fights involving their dog.

## RULES

1. Participation at the Dog Park is voluntary and at your own risk. We reserve the right to excuse any person or dog from the Dog Park at any time for negative behavior which could be harmful to people (including Staff) or other dogs. It is the Participant's sole responsibility to ensure the safety and well-being of your dog, your guests and yourself. Membership may be suspended or revoked at any time if it is found that a Participant has jeopardized the safety of other Dog Park users.
2. Participant agrees to keep his or her dog leashed when not inside the Dog Park. Participant may release his or her dog from leash inside of the Dog Park, but must remain at the Grounds at all times while their dog is anywhere in the Dog Park or on the Grounds. Abandoning dogs is prohibited and is punishable by law. Violators are subject to revocation of memberships and will be banned from using the Dog Park, as well as being reported to the City of Dunedin as appropriate.
3. Children under the age of eighteen years must be under strict adult supervision.
4. Participant understands that Staff will be on hand inside the Dog Park and such Staff will continuously clean the Dog Park; however, outside of the Dog Park, whether on the Grounds or neighboring properties, Participant must immediately bag and dispose of any dog waste left by their dogs. I acknowledge that the "Off-leash" play areas will NOT be supervised by Dog Bar staff at all times.

## RELEASE

I, undersigned Participant, for good and valuable consideration, including the right to use the Dog Park, do hereby (i) agree to be solely financially responsible for, and shall indemnify and hold harmless Salty Dogs and any of its officers, employees, servants, agents, and related parties (hereinafter referred to as "RELEASEES"), (ii) shall release, waive, discharge and covenant not to sue RELEASEES, for any loss, liability, cost, claim, damage of every kind or nature (including, without limitation, incidental and consequential damages), expense (including, without limitation, costs of investigation, defense and settlement, and reasonable attorney's fees and expenses) and/or cause of action, whether or not involving a third-party claim (Collectively "Damages") arising, directly or indirectly, out of or related to any loss, damage, injury, death, that occurs to person or dog, as a result of my electing to use the Dog Park (including Damages caused in whole or in part by negligence of Salty Dogs or Staff), and (iii) knowingly and

voluntarily assume any and all risk of harm to person or dog (including Damages caused in whole or in part by negligence of Salty Dogs or Staff).

Any time groups of dogs play off leash together there is chance for injury to a dog. By signing below I'm giving permission for my dog(s) to play off leash with other dogs and play on agility equipment while at the Dog Park. Participant agrees that the Dog Park has made every effort to provide a safe and clean environment for his or her dog.

**(PARTICIPANT MUST BE AT LEAST 18 YEARS OF AGE)**

By signing this Disclaimer, Agreement and Waiver, I state that: I have read and understand the conditions set forth in this Disclosure, Rules and Release; I am 18 years of age or older; I agree to all conditions set forth herein, and I sign this voluntary. This is a release of liability. Do not sign if you do not understand or do not agree with its terms.

I accept the terms and the conditions mentioned in above agreement.

**Signature**

**Date :**